


**STAFF REPORT
TOWN COUNCIL MEETING OF AUGUST 9, 2011
CONSENT AGENDA**

TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL

FROM: BRIAN FRAGIAO, DIRECTOR OF PUBLIC WORKS 

DATE: AUGUST 2, 2011

RE: LOOMIS DOWNTOWN PARK PROJECT– ACCEPTANCE

Recommendation:

Adopt resolution accepting the Loomis Downtown Park Project constructed by Koch Excavating, Inc. and begin the one year warrantee period to cover any labor and/or material defects.

Issue Statement and Discussion

On February 8, 2011, Town Council awarded the Loomis Downtown Park Project to Koch Excavating, Inc. in the amount of \$466,910.67.

The project improvements included clearing & grubbing, grading, fencing, utility relocation, Water and sewer tie-ins, concrete work, electrical work, lighting, tot-lot, shade structure, landscaping and other park amenities.

The final total cost of the project was \$456,380.97 which was \$10,529.70 under budget.

CEQA Requirements

This project is exempt under the California Environmental Quality Act (CEQA) Sections 15303 (c)(d)(e), "New Construction", 15304(a)(b)(c)(f)(h), "Minor Alterations to Land" and 15332, "In-fill Development Projects".

Financial and/or Policy Implications

Funding was provided by the following:

| | |
|-------------------------------|-------------|
| State Grant | \$ 220,000 |
| Park Fund Account | \$200,000 |
| Park Development Fund Account | \$36,380.97 |

Staff has completed the closeout of the State Grant funds and has received the \$220,000.

Attached is the Maintenance Bond for \$45,638.09 to cover the one year warrantee period.

**TOWN OF LOOMIS
RESOLUTION NO. 11-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
ACCEPTING THE LOOMIS DOWNTOWN PARK PROJECT IMPROVEMENTS
PROVIDED BY KOCH EXCAVATING, INC.**

WHEREAS, the Town Council at it's February 8, 2011 regular meeting awarded the above referenced project to Koch Excavating, Inc.; and

WHEREAS, the improvements included clearing & grubbing, grading, fencing, utility relocation, Water and sewer tie-ins, concrete work, electrical work, lighting, tot-lot, shade structure, landscaping and other park amenities; and

WHEREAS, funding was provided by a State Grant of \$220,000, the Park Fund Account (\$200,000) and the Park Development Fund Account (\$36,380.97); and

WHEREAS, the work has been completed to the satisfaction of the Public Works Department.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Loomis accepts the Loomis Downtown Park Project constructed by Koch Excavating, Inc. and shall start the one year warrantee period for labor and/or material defects.

PASSED AND ADOPTED by the Town Council of the Town of Loomis this 9th day of August, 2011 by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney



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TOWN OF LOOMIS

INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

MAINTENANCE BOND

BOND NO.: 782394P

Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Koch Excavating, Inc., as Principal,
and Indemnity Company of California, a corporation organized and doing business under
and by virtue of the laws of the State of California and duly licensed to conduct surety
business in the State of California, as Surety, are held and firmly bound unto
County of Placer, Town of Loomis

as Oblige, in the sum of Forty-Five Thousand, Six Hundred Thirty-Eight Dollars and 09/100*****

(\$ 45,638.09*****) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors
and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige to:

Loomis Downtown Park Project

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described
therein for a period of one year following final acceptance of said improvements;

NOW, THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason
of any defective materials or workmanship which become apparent during the period of one year from and after acceptance
of the said improvements by Oblige, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 26th day of July, 2011
YEAR

Koch Excavating, Inc.

Principal

Indemnity Company of California

BY:

Erin Russell

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SACRAMENTO

On 7/26/11 before me, SANDRA R. BLACK, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ERIN RUSSELL
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:
Indemnity Company of California
Developers Surety and
Indemnity Company

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Erin Russell, Sandy Black, Sharon J. Rusconi, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

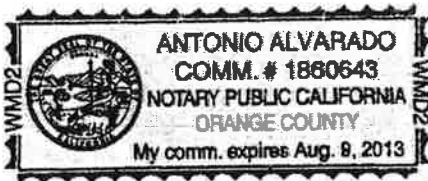
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 26th day of July, 2011

By: *Gregg Okura*
Gregg Okura, Assistant Secretary